

Terms of Service

Last Updated: May 17th, 2018

These Terms and Policy govern and apply to Your access (“You” or “Your”) to and use of e-Share (“We” or “Our”) websites, software and service (the “Software and Service”). By accessing or using Our Software and Service, You agree to be bound by all of the terms and conditions described in these Terms. If You are using the Software and Service on behalf of an organization, You are agreeing to these Terms for that organization and promising that You have the authority to bind that organization to these terms. If You do not agree to all of these terms and conditions, do not use Our Software and Service.

Use of Software and Service

You may not access or use the Software and Service if You are Our direct competitor, except with Our prior written consent. You may not share the Software and Service with a direct competitor, except with Our prior written consent. In addition, You may not access the Software and Service for purposes of monitoring Our availability, performance or functionality, or for any other benchmarking or competitive purposes. The e-Share Software and Service allow You and other users to secure valuable data that is stored and shared in the cloud data storage providers such as Dropbox. In order to access and use e-Share, You will need to register and create an account (Your “Account”). By creating an Account, You represent that You have the power to form a binding contract and are not a person barred from receiving Software and Service under the laws of the United States or other applicable jurisdiction. The Software and Service are not intended for use by You if You are under 13 years of age. By agreeing to these Terms, You are representing to us that You are over 13. When creating an Account, You may be required to provide certain personal information about Yourself and will establish a username and a password. You agree to provide accurate, current and complete information about Your Account. We reserve the right to suspend or terminate Your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading or to reclaim any username that You create through the Software and Service that violates Our Terms. You are responsible for maintaining the confidentiality of Your password and Account, and agree to notify us if Your password is lost, stolen, or disclosed to an unauthorized third party, or otherwise may have been compromised. You are responsible for activities that occur under Your Account. You agree that Your Account is for use only by You and You cannot share Your account.

Acceptable Use Policy/User Conduct

You agree that You are responsible for Your own conduct and all conduct under Your account, and all content that is encrypted or decrypted by anyone using Your Account Information with the Software and Service and for any consequences arising as a result thereof. You agree that You shall not copy, sell, transfer, distribute, publish, or assign Your license to Our Software and Service in any format to any third party. You agree to use the Software and Service only for purposes that are legal, proper and in accordance with these Terms of Service and any Separate Agreements, and all applicable laws and regulations in the relevant legal jurisdictions. You further agree not to:

- Probe, harm, disrupt, or attack any system, network, or the Software and Service.
- Interfere with or disrupt the Software and Service or servers or networks connected to the Software and Service, or disobey any requirements, procedures, policies or regulations of networks connected or applicable to the Service.
- Modify, translate, adapt, edit, copy, decompile, disassemble, or reverse engineer any software used or provided by e-Share.
- Use the Software and Service to encrypt or otherwise disguise any material that contains viruses, worms, corrupted files, or any other similar software to interfere with or disrupt any user, host, or network.
- Send any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes” or any other form of solicitation.
- Stalk, harass, abuse or threaten another person or company, or take any action invasive to another’s privacy (by sharing, for example, another’s photograph, address, email, phone number or any other contact information) without permission from such other person.
- Impersonate or misrepresent Your identity with any person or entity.
- Promote or provide products or Software and Service other than Your own without appropriate authorization.
- Use the Software and Service to encrypt any Content that You do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- Take any action that would be in violation of e-Share’s copyright, trademark, any code of conduct or other guidelines which may be applicable to the Software and Service.
- Publish or share unlawful materials.
- Violate the law in any way.

Notice

We may send You communications or data regarding the Software and Service, including but not limited to (i) notices about Your use of the Software and Service, including any

notices concerning violations of use, (ii) updates, and (iii) promotional information and materials regarding Our products and Software and Service, via electronic mail, posting on the website, or other reliable method.

Copyright

We do not permit copyright infringing activities and infringement of intellectual property rights on the Software and Service and expect Our users to do the same. We will take whatever action, in Our sole discretion, it deems appropriate including removal of the challenged content from the site if properly notified that such Content infringes on another's intellectual property rights. If You are a copyright owner, authorized to act on behalf of one or an agent thereof and believe that any Content infringes upon Your copyrights, You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing Our Copyright Agent with the following information in writing. Notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov> for details.

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Service where the material that You claim is infringing is located;
- Your address, telephone number, and email address;
- a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

Notices should be mailed to: Attn: CEO, e-Share, 470 Atlantic Avenue, Suite 400, Boston, MA 02110 USA. Notices can also be emailed to info@e-share.us.

Ownership

Our Software and Service is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, We (or Our licensors) exclusively own all right, title and interest in and to the Software and Service, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Software and Service, including in any Content. You acknowledge and agree that any feedback, comments or suggestions You may provide regarding the

Software and Service ("Feedback") will be the sole and exclusive property of e-Share and You hereby irrevocably assign to us all of Your right, title and interest in and to all Feedback.

Restrictions

You shall not (i) permit any third party to access the Software and Service except as permitted herein, (ii) create derivative works based on the Software and Service except as authorized herein, (iii) copy, frame or mirror any part or content of the Software and Service, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Software and Service, or (v) access the Software and Service in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Software and Service. You acknowledge and agree that the trademarks, service marks, logos, and software are owned by and the property of Us and subject to copyright and other intellectual property rights under the law.

Modifications

We reserve the right at any time and at Our sole discretion to modify or discontinue, temporarily or permanently, the Software and Service or any part thereof, with or without notice. You agree that We shall not be liable to You or to any third party for any modification, suspension or discontinuance of any part of the Software and Service. In connection with any modification of the Software and Service, e-Share may automatically download and install software updates from time to time with the intention of improving, enhancing, repairing and/or further developing the Software and Service, and You agree to permit e-Share to deliver these to You (and You to receive them) as part of Your use of the Software and Service.

Modifications to this agreement

We reserve the right at any time and at Our sole discretion to change, modify or otherwise alter these Terms of Service at any time and the most current version will always be posted on Our website. If a revision, in Our sole discretion, is material, We will notify You (for example via email to the email address associated with Your account). Other changes may be posted to Our blog or terms page, so please check those pages regularly. By continuing to access or use the Software and Service after revisions become effective, You agree to be bound by the revised Terms. If You do not agree to the new terms, please stop using the Software and Service. With respect to individuals using the Software or Service on behalf of the United States Securities and Exchange Commission or any other United States federal government agency, these Terms may be modified in ways enumerated in a separately executed document between the government agency and e-

Share.

Links

In an attempt to provide increased value to You, We may include the use of third party resources and/or links to third party websites as part of the Software and Service. However, We have no control over such sites and resources and, accordingly, You acknowledge and agree that (a) We are not responsible for the availability of such external sites or resources; (b) We do not endorse and are not responsible or liable for any content or other materials available from such sites or resources and (c) We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content or materials available on or through any such site or resource.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- YOUR USE OF THE SOFTWARE AND SERVICE IS AT YOUR OWN RISK. THE SOFTWARE AND SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, E-SHARE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- E-SHARE DOES NOT WARRANT THAT (i) THE SOFTWARE AND SERVICE WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE SOFTWARE AND SERVICE WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE; OR (iii) ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- ANY CONFIDENTIAL DOCUMENTS THAT ARE DECRYPTED AND DOWNLOADED IN NON SECURE FOLDERS THROUGH THE USE OF THE SOFTWARE AND SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR THEFT OF CONFIDENTIAL DOCUMENTS.
- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM E-SHARE OR THROUGH OR FROM THE SOFTWARE AND SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.
- IN RARE CIRCUMSTANCES DURING THE BETA PERIOD, THERE IS A SLIGHT POSSIBILITY THAT ENCRYPTED FILES MAY NOT OPEN PROPERLY, DEPENDING ON YOUR DEVICE ENVIRONMENT OR APPLICATIONS.

Limitations of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT E-SHARE, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AND AGENTS, SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES (EVEN IF E-SHARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SOFTWARE AND SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SOFTWARE AND SERVICE; (iii) UNAUTHORIZED ACCESS TO OR THE LOSS, CORRUPTION OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING THE SOFTWARE AND SERVICE; (v) E-SHARE'S ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR ACCOUNT INFORMATION AND ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM; (vi) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION; (vii) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING THE SOFTWARE AND SERVICE; (viii) ANY ADVERTISING CONTENT OR YOUR PURCHASE OR USE OF ANY ADVERTISED PRODUCT OR SERVICE; (ix) THE TERMINATION OF YOUR ACCOUNT IN ACCORDANCE WITH THE TERMS OF THESE TERMS OF SERVICE; OR (x) ANY OTHER MATTER RELATING TO THE SOFTWARE AND SERVICE. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THOSE LIMITATIONS IN SECTIONS DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY WHICH ARE LAWFUL IN YOUR JURISDICTION (IF ANY) WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Arbitration & Waiver Of Class Actions

Except as prohibited by law, You agree that any claim, controversy or legal dispute arising out of or relating to the Software and Service (hereinafter, a "Dispute") will be resolved through binding arbitration administered by JAMS. This arbitration agreement is intended to

be broadly interpreted and includes claims, controversies or disputes arising out of or relating to any aspect of the relationship between Us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, all of which shall be considered within the agreement's definition of "Dispute."

YOU AND E-SHARE UNDERSTAND THAT, EXCEPT AS EXPLICITLY SET FORTH TO THE CONTRARY HEREIN, WE AND YOU ARE RESPECTIVELY WAIVING ANY RIGHT TO A JURY TRIAL WITH RESPECT TO DISPUTES. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). Any Notice to Us should be addressed to: e-Share, Office for Dispute Resolution, 40 Court St, 8th Floor, Boston, MA 02108 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If We and You do not reach an agreement to resolve the claim within 30 days after the Notice is received, either party may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by You or Us shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We are entitled. After We receive notice at the Notice Address that You have commenced arbitration, We will reimburse You for Your payment of the filing fee, unless Your claim is for greater than \$1,000 (as described further below). The arbitration will be conducted under and governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (collectively, "AAA Rules"), except as specified in or modified by this Agreement. The AAA Rules are available online at adr.org, by calling the American Arbitration Association at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this agreement. All issues are for the arbitrator to decide, except those issues relating to the scope and enforceability of the arbitration provision are for the court to decide (as described further in section (a)(iv) below). The rules promulgated by the American Arbitration Association concerning class arbitration shall not apply. For any non-frivolous claim that does not exceed \$1,000, We will pay the JAMS filing fee for an arbitration initiated in accordance with this arbitration agreement. If, however, the arbitrator finds that either the substance of Your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then there will be no payment or reimbursement of the filing fee. In such case, You agree to reimburse Us for any monies previously disbursed that are otherwise Your obligation to pay under the AAA Rules. In addition, if You initiate an arbitration in which You seek more than \$1,000 in damages, the payment of these fees will be governed by the AAA rules.

WAIVER OF CLASS-WIDE PROCEEDINGS: You agree that, by entering into this Agreement, You and We are each waiving the right to participate in a class action or class

arbitration. Each party to this agreement agrees and covenants that it will not initiate any class-wide proceedings, including class actions or class arbitrations, against another party, and will not act as a class representative or class member. This provision constitutes an agreement that any Dispute will be resolved exclusively on a bilateral basis between the parties, with each party acting in his/her/its individual capacity. Further, unless both parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If for any reason the prohibition on class arbitration in this subsection (a)(v) is not or cannot be enforced, then the agreement to arbitrate will not apply. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act ("FAA") governs the interpretation and enforcement of this provision. Massachusetts state law and procedures concerning arbitration shall apply to this Agreement only to the extent that they do not conflict with and are not inconsistent with the FAA. This arbitration agreement shall survive termination of Your use of the Software and Service. Unless both parties agree otherwise, any arbitration hearings will take place in the county (or parish) of Your billing address. Subject to the terms of this arbitration agreement, all Disputes shall be decided by a single arbitrator, who shall be either: (1) a retired federal judge; (2) a retired state court judge who sat on a trial court or appellate court for at least five (5) years; or (3) an attorney admitted to practice in the state in which the Dispute will be resolved for at least twenty-five (25) years with no disciplinary history. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify JAMS and request selection of an arbitrator in accordance with the applicable AAA Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. This arbitration agreement is not intended to modify or limit the remedies available to either party, including the right to seek interim relief, such as injunction or attachment, through judicial process, which will not be deemed a waiver of the right to demand and obtain arbitration.

Non-GA Software and Service

From time to time, e-Share may invite You to try, at no charge, Our products or Software and Service that are not generally available to Our customers ("Non-GA Software and Service"). You may accept or decline any such trial in Your sole discretion. Any Non-GA Software and Service will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Software and Service are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SOFTWARE AND

SERVICE ARE NOT CONSIDERED “SOFTWARE AND SERVICE” HEREUNDER AND ARE PROVIDED “AS IS” WITH NO EXPRESS OR IMPLIED WARRANTY. We may discontinue Non-GA Software and Service at any time in Our sole discretion and may never make them generally available.

Indemnification

You agree to indemnify and hold e-Share, its parent, subsidiaries, affiliates, officers, agents, employees, advertisers and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims relating to Your use of any of the Software and Service, any violation of these Terms of Service or any other actions connected with Your use of the Software and Service (including all actions taken under Your account). In the event of such claim, We will provide notice of the claim, suit or action to the contact information We have for the account, provided that any failure to deliver such notice to You shall not eliminate or reduce Your indemnification obligation hereunder.

Termination

You may discontinue Your use of the Software and Service at any time, for any or no reason and with or without notice. We also reserve the right to suspend or end the Software and Service at any time, with or without cause, and with or without notice. For example, We may suspend or terminate Your use if You are not complying with these Terms, or use the Software and Service in any way that would cause us legal liability or disrupt others' use of the Software and Service. If We suspend or terminate Your use, We will try to let You know in advance and help You retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where We may suspend immediately. These Terms of Service constitute the entire agreement between You and e-Share and governs Your use of the Software and Service, except, and then only to the extent that You have entered into a separate Agreement. These Terms of Service, as in effect from time to time, supersedes any prior agreements or earlier versions of these Terms of Service between You and e-Share for the use of the Software and Service. If, through accessing or using the Software and Service, You utilize or obtain any product or service from a third party, You may additionally be subject to such third party's terms and conditions applicable thereto, and these Terms of Service shall not affect Your legal relationship with such third party. These Terms of Service and the relationship between You and e-Share shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. You are also responsible for complying with all local laws, rules and regulations.